

**FORECLOSURE SALE  
PURCHASE AND SALE AGREEMENT**

**DATE:** March 25, 2014

**PURCHASER:** \_\_\_\_\_ **TELEPHONE NUMBER:** \_\_\_\_\_

\_\_\_\_\_ **SOCIAL SECURITY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Purchaser")

**PREMISES:** 86 Hampstead Rd. Sandown, New Hampshire as more particularly described in the attached "Notice of Foreclosure Sale of Real Estate" (hereinafter "the Premises").

**NON REFUNDABLE DEPOSIT:** \$5,000.00 (hereinafter "Deposit").

**ADDITIONAL NON-REFUNDABLE DEPOSIT:** Balance to bring Deposit to 10% of purchase price, \$\_\_\_\_\_, within five days of the execution of this Agreement. The Deposit is to be made by certified check.

**PURCHASE PRICE:** \$\_\_\_\_\_ (hereinafter "Purchase Price")

**Purchase Price Payment.** Purchaser shall pay the Purchase Price as follows:

- a. By application of the Deposit(s); and
- b. The balance of the Purchase Price by certified check delivered at the Closing.

**CLOSING DATE:** On or before May 9, 2014.

**PURCHASER'S ATTORNEY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_

**THIS AGREEMENT** is made as of the date stated above by and between Lucille Batal (hereinafter "Seller") and Purchaser.

**1. RECITALS AND PURPOSES.**

1.1 Seller shall sell and Purchaser shall buy, by foreclosure sale pursuant to New Hampshire RSA 479:25, the Premises upon the terms stated herein.

1.2 The Premises are being sold and conveyed by exercise of Seller's right to foreclose the mortgage referenced in the attached Notice ("the Mortgage").

2. **CLOSING TIME AND PLACE.**

2.1 Seller shall deliver a foreclosure deed of the Premises and affidavit to Purchaser and Purchaser shall pay the balance of the Purchase Price on or before May 9, 2014 ("the Closing"), **TIME IS OF THE ESSENCE.** Unless other arrangements are made the Closing shall be held at Donahue, Tucker & Ciandella, PLLC, 225 Water Street, Exeter, New Hampshire on the date of closing at 10:00 a.m.

3. **PRORATIONS AND TRANSFER TAX.**

3.1 There shall be no proration of any expense or income associated with the Premises. In particular, and without limitation, there shall be no proration of rent, utilities, water expenses, fuel oil, real estate taxes, or any other expense or income associated with the Premises.

3.2 The total New Hampshire real estate transfer tax for this sale shall be paid by the Purchaser.

4. **WARRANTIES AND REPRESENTATIONS.**

4.1 This sale of the Premises is subject to any unpaid taxes, prior liens, or other enforceable encumbrances, whether or not of record, which are entitled to precedence over the Mortgage. Notwithstanding any title information contained in the attached Notice, Seller expressly disclaims any representations as to the state of the title to the Premises.

4.2 No recitation of the area of the Premises (if any) is a warranty or representation with respect thereto but is merely to aid in the identification of the Premises.

4.3 Seller makes and shall make no warranties or representations of any kind in connection with the Premises. In particular, and without limiting the foregoing, Seller makes and shall make no warranty or representations regarding the present or future use or occupation of the Premises, the subdivision of the Premises, compliance of the Premises with applicable zoning ordinances, building codes or other applicable laws or regulations, the condition, fitness or structural soundness of the Premises, the existence or non-existence of hazardous material, lead paint or radon gas at the Premises, the area of the Premises, title to the Premises, or any other matter. The Premises shall be conveyed "**WHERE IS**" and "**AS IS**".

4.4 No loss, damage, condemnation or destruction of the Premises shall relieve Purchaser of its obligations hereunder. All risk of loss is on the Purchaser from the date of this Agreement. The Purchaser is advised to obtain insurance.

4.5 Possession of the Premises is to be delivered to Purchaser immediately upon the Closing. Removal of tenants, or parties in possession of the Premises, if any such exist at the time of the Closing, shall be the responsibility of the Purchaser.

4.6 The Premises conveyed shall not include appliances. The Seller may, prior to

the date of the closing, enter the Premises and remove any or all appliances, including but not limited to any refrigerators, freezers, ovens, stoves, washers, or dryers remaining in or on the Premises.

5. **DEFAULT.**

5.1 If Purchaser defaults hereunder, Seller may, at Seller's option:

- a. Retain the Deposit;
- b. Receive an assignment of the Purchaser's rights hereunder; and
- c. Acquire the Premises as Purchaser for a price equal to the Purchase Price, against which Purchase Price said Deposit shall be credited.

5.2 By execution of this Agreement, Purchaser hereby irrevocably assigns to the Seller all of Purchaser's rights under this Agreement. The exercise of the aforementioned assigned rights is conditioned upon Purchaser's failure to purchase the property in the manner and at the date provided in this Agreement. Seller's exercise of the aforementioned assignment rights shall not preclude Seller from pursuing all other remedies hereunder. In the event that the Purchaser does not default in his obligations herein, the assignment shall be null and void.

5.3 If Purchaser defaults hereunder, Seller may, at Seller's option, retain the Deposit and, in addition to all other remedies hereunder, terminate this Agreement and convey the Premises to the next highest bidder at the auction who is willing to purchase at his bid price.

5.4 In addition to all of its other rights and remedies, Seller shall be entitled to recover from Purchaser all of Seller's costs and expenses arising from Purchaser's default, including attorney's fees.

5.5 In the event that Seller is unable to perform in accordance with the terms of this Agreement, Seller agrees to promptly refund said deposit to Purchaser, whereupon this Agreement shall be rendered void and without further effect. The Purchaser's recovery of the deposit shall constitute Purchaser's sole and exclusive remedy in law or equity.

6. **REAL ESTATE COMMISSION**

6.01 Each party represents to the other that no real estate broker, agent or finder's fee is due with respect to the sale of the Premises except the fee to the auctioneer which Seller shall pay. Purchaser agrees to save Seller harmless from all claims of any broker or finder, provided that the claims are based upon having shown the Premises to Purchaser or having interested Purchaser in Premises.

7. **MISCELLANEOUS.**

7.1 This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. All prior discussions are merged herein. Any amendment hereto shall be

effective only if executed with all the formalities hereof by the party against whom the amendment is asserted.

7.2 This Agreement shall be governed by the laws of the State of New Hampshire.

7.3 All provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by and against the respective successors and assigns of each party to this Agreement. This Agreement may not be assigned by either party without the written consent of the other, which consent will not be unreasonably withheld.

7.4 Prior to execution hereof, Purchaser was notified as follows:

**Radon gas.** Radon gas, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence, and equipment is available to remove it from the air or water.

**Lead paint.** Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can represent a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

7.4 Pursuant to RSA 477:4-c Seller makes the following disclosures to the Purchaser:

a. **Water supply.**

- i. Type: UNKNOWN
- ii. Date of installation: UNKNOWN
- iii. Date of most recent water test: UNKNOWN
- iv. Problems: UNKNOWN

b. **Sewage Disposal System.**

- i. Type: UNKNOWN
- ii. Size of tank: UNKNOWN
- iii. Location: UNKNOWN
- iv. Malfunctions: UNKNOWN
- v. Date of most recent service: UNKNOWN
- vi. Name of contractor who services system: UNKNOWN

c. **Insulation.** UNKNOWN I and ii, below

- i. Type: UNKNOWN
- ii. Location: UNKNOWN

**IN WITNESS WHEREOF**, the Seller and Purchaser have signed this Agreement as of the date first above written.

**PURCHASER:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**SELLER:**

\_\_\_\_\_  
Witness

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